

Exhibits A

**JOINT TORTFEASOR RELEASE**

KNOW ALL MEN BY THESE PRESENTS, that Rhonie L. Burns, individually, and as Guardian Nikolas D. Burns, a minor child, in consideration of the sum of Twenty-five Thousand and no/100 (\$25,000.00) paid to Rhonie L. Burns, in trust for the benefit of the minor; Nikolas D. Burns, a minor child, and \$11,250.00 paid to Rhonie L. Burns, individually, the receipt of which is hereby acknowledged for myself, heirs, executors, administrators, successors and assigns, do release, acquit and forever discharge James Dorich, single, and Donegal Insurance Company, his/her heirs, representatives, successors and assigns (all of whom are hereinafter referred to collectively as "Payors") from any and all actions, causes of action, claims, damages, demands and costs resulting from or in any way growing out of the accident which occurred on May 24, 2002 at the intersection of West 26<sup>th</sup> Street and Emerson Avenue in front of TOPS Supermarket.

I, Rhonie L. Burns, individually, and as Guardian of Nikolas D. Burns, a minor child, specifically reserves the right to make claim against others, specifically but not limited to Chrysler Motor Corporation, and not Payors herunder, who are or may be liable for damages resulting from the accident hereinbefore described.

I, Rhonie L. Burns, individually, and as Guardian of Nikolas D. Burns, a minor child, specifically acknowledges and agrees that in the event that others are adjudged liable for damages as a result of the accident, the execution of this release shall operate to discharge any liability of Payors and shall also operate to satisfy the liability of all other person or entities adjudged jointly liable for damages in any action for damages arising from the accident on May 24, 2002 to the extent of the consideration paid for this release or to the extent of the pro rata share of the joint or several liability of Payors whichever sum is greater.

Should it appear or be adjudicated in any case, action or proceeding, that Payors hereunder and such others are jointly liable for damages which are claimed in any other proceeding, in order to save Payors hereunder harmless, I, Rhonie L. Burns, individually, and as Guardian of Nikolas D. Burns, a minor child, as further consideration for payment referred to herein, will satisfy any decree, judgment or award in which there is a finding or adjudication involving Payors on behalf of Payors and to the extent of Payors liability to me or for contribution, if it shall be held that there is any liability for contribution; also, I will indemnify and forever save harmless Payors, their successors and assigns, against loss or damage because of any and all further claims, demands or actions made by others on account of or in any manner resulting from the accident of May 24, 2003, involving Rhonie L. Burns, and Nikolas D. Burns, her son, a minor child.

I further warrant that the undersigned has not made any other settlement with or given a release to any other person or organization for damages arising out of the accident.

This release contains the entire agreement between the parties and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the foregoing release, that it has been fully and adequately explained to me by my attorneys, that I know the contents and consequences thereof, and that I execute the same as my own free act.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND  
FULLY UNDERSTANDS IT

Signed, sealed and delivered this 30<sup>th</sup> day of April, 2003.

**CAUTION: READ BEFORE SIGNING BELOW**

**Witness**

**Witness**

Rhonie L. Burns, Individually, and

Rhonie L. Burns, Individually, and

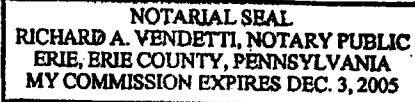
Rhonie Burns 16 years  
Rhoni L. Burns, as Guardian of  
Nikolas D. Burns, a minor child

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF ERIE )

On this, the 30th day of April 2003, before me, a Notary Public in and for said County, the undersigned officer, personally appeared I, Rhonie L. Burns, individually, and as Guardian of Nikolas D. Burns, a minor child, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

## Notary Public



**CERTIFICATE OF SERVICE**

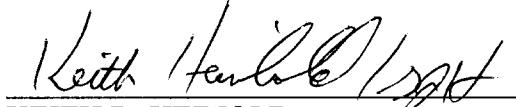
I, Keith D. Heinold, Esquire, do hereby certify that a true and correct copy of defendant's, DaimlerChrysler Corporation's, Amended Answer with Affirmative Defenses to Plaintiffs' Complaint was served upon all parties by first class mail on July 15, 2005 at the following addressees:

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**MARSHALL DENNEHEY WARNER  
COLEMAN & GOGGIN**

  
KEITH D. HEINOLD  
Attorney I.D. No.: 30244  
Attorney for Defendant,  
DaimlerChrysler Corporation